



# **SUPPLIERS CODE OF ETHICS AND CONDUCT**

Bell Flavors & Fragrances, Inc.

Bell Flavors & Fragrances, Inc. (hereinafter referred to as "Bell") constantly strives to uphold human rights and ethical and responsible labor practices throughout its operations and supply chain, working in collaboration with its suppliers, workforce and other external stakeholders.

All supplier, subcontractor, intermediary, and partner (hereinafter referred to as a "Supplier") with whom we conduct business with must confirm that it adheres to and at a minimum complies with the basic principles described in this Suppliers Code of Ethics and Conduct in order to conduct business with Bell.

Each Supplier must also commit to impose requirements on its own Suppliers that are at least equivalent to those listed in this Code, and to ensure that they are complied with. This commitment must be maintained for as long as the business relationship with Bell continues.

## **1.Human Rights**

Bell is committed to recognizing and protecting human rights in all countries in which it operates. The company respects all applicable national laws and international treaties concerning human, social and labor rights, in accordance with the principles of the Universal Declaration of Human Rights and the International Labor Organization (ILO) Declaration on Fundamental Principles and Rights at Work. At the same time, we respect the sovereignty of nations around the world, and affirm their primary responsibility to protect the fundamental rights and freedoms of their citizens. All Suppliers who produce or offer services to Bell must operate according to these same standards, in compliance with local laws and standards.

## **2.Fair Compensation and Pay Equity**

The Supplier commits to pay its employees at least the minimum wage required by applicable local laws and collective labor agreements. If no such laws or agreements apply, the Supplier shall pay a wage in line with market standards. Discrimination in terms of remuneration based on any of the factors listed in point 4 (Equal opportunities/prevention of discrimination and harassment) must not be tolerated.

Overtime must be voluntary and must be paid at least at the rate required by local laws and collective labor agreements in force.

Under no circumstances shall the Supplier authorize work schedules that exceed the legal limits on weekly working hours.



### **3. Work Environment**

The Supplier shall maintain a safe and hygienic working environment, including access to potable water and sufficient sanitary facilities for all employees and subcontractors working on its premises. Housing or other accommodation, when provided to workers, must be sanitary and safe.

### **4. Equal Opportunities / Prevention of Discrimination and Harassment**

The Supplier prohibits any discrimination or harassment based on race, color, religion, sex, ethnic or national origin, age (except where required by law), disability or means to palliate a disability, social condition, political beliefs, marital status, veteran status, pregnancy, sexual orientation, language, gender identity or expression, or any other reason prohibited by applicable laws.

The definition of discrimination prohibits any conduct and/or practice based on a distinction, exclusion or preference based on any of the elements listed in the preceding paragraph, which has the effect of nullifying or impairing equality of opportunity or treatment with respect to employment or occupation.

The Supplier commits to protect all its employees against any form of harassment, whether physical, psychological or sexual.

### **5. Occupational Safety**

The Supplier must implement all necessary measures to ensure the health and safety of its employees at work. The Supplier must prevent risks that could compromise the physical or psychological health of its employees by:

- Identifying the main sources of hazard within its organization.
- Implementing policies and standards designed to minimize or eliminate sources of risk and communicating them clearly and regularly to employees.
- Where it is not reasonably possible to eliminate a source of risk, providing and requiring the use of personal protective equipment free of charge to employees and subcontractors, or providing training on safe working practices.
- Analyzing and investigating any form of accident or incident occurring in the workplace in order to implement, where possible, corrective actions aimed at minimizing the risk of recurrence.
- Implementing an emergency and evacuation plan and keeping it up to date.



## **6. Freedom of Association**

The Supplier recognizes and respects the fundamental right of its employees to form, join and participate in organizations of their choice, including trade unions and other professional associations. It undertakes to fully respect the rights of association as defined by the laws and regulations in force in the jurisdictions in which it operates. The Supplier agrees to ensure that its internal policies guarantee freedom of association, without discrimination or retaliation against employees who exercise this right.

## **7. Prohibition of Child Labor or Forced Labor**

The Supplier shall agree not to use child labor or forced labor in its activities. It shall respect and comply with all applicable laws and regulations concerning the minimum legal working age and working conditions.

The Supplier guarantees that its operations, as well as those of its subcontractors and partners, are free from any form of forced or involuntary labor, including forced labor or labor to which employees are subjected by the threat of sanctions or violence. It ensures that all employees are hired voluntarily and have the freedom to terminate their employment in accordance with the terms of their employment contract.

The Supplier puts in place appropriate mechanisms to monitor and verify compliance with these commitments, and to deal with any violations appropriately.

## **8. Ethics and Integrity**

The Supplier shall adopt honest, transparent, and ethical business practices, and shall fight against any fraudulent behavior, corruption, or conflict of interest.

## **9. Environmental Footprint**

The Supplier shall comply with all applicable environmental laws and regulations. It shall ensure that it minimizes the impact of its operations on the environment and promotes initiatives aimed at reducing waste and wastage of water, energy and resources.

## **10. Data Privacy / Intellectual Property**

The Supplier shall protect all confidential and sensitive information received from Bell or concerning our customers. Such information shall be used only in connection with the contractual relationship and shall not be disclosed to third parties, unless prior written consent is obtained.

The Supplier shall comply with all applicable data protection laws and regulations, and other relevant local legislation.

The Supplier must respect all intellectual property rights associated with our products, services, technologies and documents. They shall not use, reproduce or disclose such rights without prior authorization.



## 11.Audit and Control

To ensure compliance with this code, Bell reserves the right to take appropriate verification measures. The Supplier agrees to participate in good faith in any verification process such as: questionnaires, audits, interviews, etc.

If required, the Supplier undertakes to review and improve its practices in the event of non-compliance.

## 12.Whistleblowing System

In the event of actual or suspected non-compliance with this Code of Ethics, please contact a member of Bell's management team in confidence so that verifications and corrective measures, if required, can be carried out as quickly as possible.

## 13.Contact

If you have any questions regarding this Code, please contact Bell's Sr. Director of Global Human Resources or Director of Purchasing.

## 14.Commitment and Signature

As a supplier of Bell Flavors & Fragrances, Inc. we agree to fully comply with the Bell Flavors & Fragrances, Inc. Supplier Code of Ethics and Conduct. We understand that this code defines the ethical standards and expectations of conduct that must guide all our operations and business relationships.

We agree to implement the necessary procedures to ensure compliance with this code and to cooperate fully with Bell Flavors & Fragrances, Inc. (Canada) in the verification and auditing processes related to compliance.

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Name of the Signatory

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Vendor Name

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Title of Signatory

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Phone Number

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Signature

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Date